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7 Attorneys for Defendant
8 WAL-MART STORES, INC.

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10 UNITED STATES DISTRICT COURT
11 NORTHERN DISTRICT OF CALIFORNIA
12 OAKLAND DIVISION
13

14 In Re WAL-MART STORES, INC.
WAGE AND HOUR LITIGATION,

Case No. C 06-02069 SBA (BZ)

15
16 This document relates to Case Nos.:
17 C 06-02069 SBA (Smith) and
18 C 06-05411 SBA (Ballard)

**DECLARATION OF ROXANNA
WIGGER IN SUPPORT OF
DEFENDANT'S MOTION FOR
SUMMARY JUDGMENT AS TO
PLAINTIFFS BARRY SMITH,
MICHAEL WIGGINS, AND DANTON
BALLARD**

19 Date: April 22, 2008
20 Time: 1:00 p.m.
Place: Courtroom 3
21 Judge: Hon. Sandra Brown Armstrong

22 I, ROXANNA WIGGER, declare as follows:

23 1. I am employed currently as a regional human resource manager with Wal-Mart
24 Private Fleet, the trucking group of Wal-Mart's logistics group. My previous position was as the
25 Director of Personnel Training for Wal-Mart Stores, Inc. ("Wal-Mart"). In that role I was
26 responsible for providing training related to personnel matters to field-based personnel, including
27 personnel managers, training coordinators, personnel coordinators, personnel clerks, and people
28 managers among others, including those working at the local stores who had responsibility for

1 processing cash payouts at the time of an associate's termination, including for accrued and
2 available vacation and personal time. During my career at Wal-Mart I have worked as an hourly
3 associate and a people manager, among other jobs. I have testified at depositions in this matter as
4 Wal-Mart Stores' designated witness with respect to certain subjects. The statements of fact
5 contained herein are made upon my own personal knowledge or based on information in Wal-
6 Mart Stores' business records that were available to me in my position as Director of Personnel
7 Training.

8 2. I previously submitted a declaration in this lawsuit in connection with Wal-Mart's
9 Opposition to Plaintiffs' Motion for Class Certification. I will not reiterate in this declaration the
10 facts set forth in my prior declaration, which I understand is already on file with the Court, but
11 include supplemental facts addressing issues related to Wal-Mart's salaried associates.

12 3. Wal-Mart's payroll department is responsible for payment or issuance of payroll
13 checks and deposits and for payment to employees in California. Wal-Mart has approximately
14 200 stores in California.

15 4. Each Wal-Mart store may employ hundreds of non-exempt hourly workers
16 ("hourly associates"). They are managed by a much smaller number of salaried managers
17 ("salaried associates"). All full-time hourly associates accrue paid time off for personal time and
18 vacation. Personal time provides hourly associates additional flexibility to allow them paid time
19 away from work.

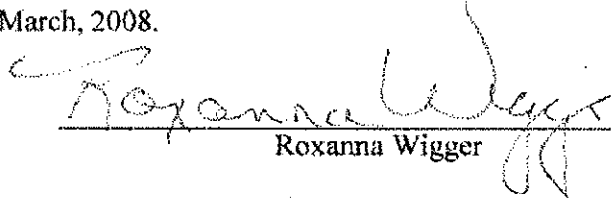
20 5. All salaried associates accrue paid time for vacation. In contrast to hourly
21 associates, however, salaried associates do not accrue personal time. Although managers have
22 established work schedules, salaried associates have the flexibility as managerial employees to
23 control their own work hours and therefore do not receive any formalized "personal time" under
24 Wal-Mart's policies. Because they are not paid on an hourly basis, Wal-Mart's salaried
25 associates have the flexibility to take time away from work for which they are paid. When an
26 hourly associate is promoted to a managerial salaried associate, the salaried associate's flexible
27 work schedule allows him or her to take time off as needed.

28 6. With respect to salaried associates, neither their "vacation accrual" nor "vacation

usage" is recorded in the regular electronic payroll databases. Such amounts must be ascertained by communication with store management, including the salaried associate in question, and/or manual review of each salaried associate's records.

7. If an exempt salaried manager is terminated, regional personnel typically perform the final pay calculation, with the assistance of Market Assistants ("MAs"). The MA calculates the amount of accrued and unused vacation time the terminating manager is due. The MA forwards the vacation information, along with various information identifying the manager (social security, position, hire date, etc.) to the regional office. The regional office calculates and provides the final pay totals to the Market Office. The Market Office creates either a printout of this information or a payout worksheet listing this information and provides it to the store manager, who then relies on the information to provide the final payout in cash to the salaried associate.

I declare under the laws of the United States of America that the foregoing is true and correct. Executed on this 11 day of March, 2008.


Roxanna Wigger